

**IN THE UNITED STATES BANKRUPTCY COURT**

**WESTERN DISTRICT OF WASHINGTON - SEATTLE DIVISION**

In re

SON D NGUYEN AND DAO A DIEP ,  
Debtors.

No. 11-23940-TWD

**[PROPOSED] ORDER GRANTING  
RELIEF FROM AUTOMATIC STAY**

20 This matter, having come before the court on the Motion for Relief From Automatic Stay  
21 filed by Wells Fargo Bank, N.A. ("Movant"), and the court having reviewed all documents filed in  
22 support of and in opposition to said motion, and having heard any argument of counsel, and having  
23 reviewed the records and files herein, and otherwise being fully advised in the premises, now,  
24 therefore,

**IT IS HEREBY ORDERED:**

- 26       1.       That the automatic stay of 11 United States Code section 362 is terminated as it  
27 applies to the enforcement by Movant of all of its rights in the Real Property commonly known as

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1 1910 NE 33RD PL, Renton, WA 98056-8015, and legally described as:

2 SEE LEGAL DESCRIPTION ATTACHED  
3 HERETO AS EXHIBIT A AND MADE A PART  
4 HEREOF,

5 under the Note and Deed of Trust;

6 2. That Movant is granted leave to foreclose on the Real Property and to enforce the  
7 security interest under the Note and Deed of Trust, including any action necessary to obtain  
8 possession of the Property;

9 3. That the 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived;

10 4. Post-petition attorneys' fees and costs for the within motion may be added to the  
11 outstanding balance of the subject Note as allowed under applicable non-bankruptcy law;

12 5. Upon foreclosure, in the event Debtors fail to vacate the property, Movant may  
13 proceed in State Court for forcible detainer pursuant to applicable state law;

14 6. Movant may offer and provide Debtors with information re: a potential Forbearance  
15 Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation  
16 Agreement, and may enter into such agreement with Debtors. However, Movant may not enforce, or  
17 threaten to enforce, any personal liability against Debtors if Debtors' personal liability is discharged  
18 in this bankruptcy case; and

19 7. This Order shall be binding and effective despite any conversion of this bankruptcy  
20 case to a case under any other chapter of Title 11 of the United States Code.

21 //End of Order///

22 Presented By:

23 /s/ CARA C. CHRISTENSEN

24 CARA C. CHRISTENSEN WSBA# 43198

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